nary risks but also to such special dangers as it may reasonably be supposed he was familiar with. If a servant chooses to enter into an employment involving danger he assumes the risk even though the master might have avoided the danger. This being true of an unskilled laborer, the rule is even more strictly enforced against a skilled laborer. *Foley* v. *Jersey City Electric Light Co.*, 54 N. J. Law 411, 24 Atl. Rep. 487; *Chandler* v. *Coast City Electric Railway Co.*, 61 N. J. Law 380; 39 Atl. Rep. 674; *Johnson* v. *Devoe Snuff Co.*, 62 N. J. Law 417, 41 Atl. Rep. 936; *McDonald* v. *Standard Oil Co.*, 69 N. J. Law 445, 55 Atl. Rep. 289; *Coyle* v. *Griffing Iron Co.*, 63 N. J. Law 609, 44 Atl. Rep. 665, 47 L. R. A. 147. See also *Beal* v. *Bryant*, 58 Atl. Rep. 428; *Dill* v. *Marmon*, 71 N. E. Rep. 669.

PARTNERSHIP—SUIT AGAINST PARTNERSHIP IN FIRM NAME.—The statutes of New Mexico provide that a partnership may sue and be sued in the firm name and that service on one member is service on the firm. In an action against a firm the caption read "A versus G., H. & K., partners under the firm name of 'G. & Co.'" Service had been made on one of the partners. *Held*, an action against the individuals and not against the partnership. *Good* v. *Red River Valley Co.* (1904), — N. M. —, 78 Pac. Rep. 46.

At common law a partnership had no standing as a legal entity aside from its individual members. Many of the states, however, have passed statutes permitting the partnership to sue and be sued in its firm name. The New Mexico law is patterned after a similar section in the Iowa Code and is typical of the legislation on this point. It would seem that inasmuch as the statutes are a relaxation of the old law, a liberal interpretation should overlook so technical a point—especially when the intent is so clearly expressed as in the case under discussion. While the courts show a tendency to modify the common law rule, yet the weight of authority is that a suit against a partnership must be so designated, and that words such as those mentioned are mere *descriptio personae*. *Ladiga Saw Mill Co.* v. *Smith*, 78 Ala. 108; *Davidson* v. *Knox*, 67 Cal. 143. There are some cases to the contrary. In *Morrissey* v. *Schindler*, 18 Neb. 672, the facts were precisely the same as in the case under discussion but the court held that it was an action against the firm and that the form of expression there used was preferable to the use of the firm name alone. This holding has since been modified. *Winters v. Means*, 50 Neb. 209; *Wigton* v. *Smith*, 57 Neb. 299, 77 N. W. Rep. 772; *Bastian* v. *Adams*, 97 N. W. Rep. 231. As to the manner of designating plaintiffs in a partnership action see *McCord* v. *Seale*, 56 Cal. 262; *Sweet* v. *Ervin*, 54 Iowa 101; *Putnam* v. *Wheeler*, 65 Tex. 522; *Moses* v. *Hatfield*, 3 S. E. Rep. 538; *Wise* v. *Williams*, 72 Cal. 544.

RESULTING TRUST—INTENTION.—The plaintiff, relying on a written agreement with his wife, whereby it was provided that all their possessions, whether owned jointly or in severalty, should at the death of either become the property of the survivor, purchased land which he caused to be deeded to his wife and spent further sums in the payment of taxes and making improvements thereon, and also in improving other lands owned by the wife. Upon the contract being adjudged invalid under the law of Kentucky, *Held*,

a trust resulted in favor of the husband as to the lands purchased by him and improvements thereon, but not as to taxes or improvements made by him on other lands. *Stroud* v. *Ross* (1904), — Ky. —, 82 S. W. Rep. 254.

While ordinarily if the party furnishing the consideration is morally or legally bound to support the one in whose name the conveyance is made, equity will presume that a gift was intended, 2 POMEROY'S EQ. JUR., § 1039; *Dyer* v. *Dyer*, 2 Cox 92; *Sunderland* v. *Sunderland*, 19 Iowa 325; *Sweet* v. *Dean*, 43 Ill. App. 650, yet if, as in the present case, the facts indicate a different intention, a trust will (in the absence of a statute to the contrary, *Johnson* v. *Johnson*, 16 Minn. 512) result in favor of the real purchaser. *Guthrie* v. *Gardner*, 19 Wend. 414; *Harden* v. *Darwin*, 66 Ala. 55. Thus a trust was created where the husband believed that by virtue of a deed to the wife they would have a joint title in the premises. *Wallace* v. *Bower*, 28 Vt. 638; *Milner* v. *Freeman*, 40 Ark. 62. As a general rule no trust is created where one makes improvements on the land of another. *Bodwell* v. *Nutter*, 63 N. H. 446; 3 Atl. 421.

SALES—FIXTURES—OWNERSHIP AS BETWEEN THE VENDEE OF PERSONAL PROPERTY AND THE MORTGAGEE OF THE REALTY.—A number of summer residences were built on a piece of ground near the seashore. In these houses, the owner placed window screens, gas logs, gas chandeliers and gas fixtures. These were annexed to the buildings, but the annexation was such as to permit their removal without injury to the realty. Subsequently, the buildings became the property of another owner, who executed a bill of sale of "the personal property" therein. This bill of sale was executed on the same day on which the owner executed a mortgage of the real property. A dispute arose between the mortgagee of the realty and the vendee of the personal property as to the ownership of the window screens, gas logs, gas chandeliers, and gas fixtures. *Held*, that these articles were a part of the realty and had not passed by the bill of sale. *Cunningham* v. *Seaboard Realty Co. et al.* (1904), — N. J. —, 58 Atl. Rep. 819.

This case, while in accord with previous holdings, in similar New Jersey cases, is in opposition to the great weight of authority. There are a few decisions, holding with this, that gas chandeliers and gas fixtures are a part of the realty and cannot be removed as personal property in opposition to the wishes of the real property's owner. *Hayes* v. *Doane*, 11 N. J. Eq. 84; *Johnson's Ex'r.* v. *Wiseman's Ex'r.*, 4 Metc. (Ky.), 357. But in the vast majority of cases, the courts and text writers agree that gas chandeliers and gas fixtures are personal property. *Jarechi* v. *Philharmonic Soc.*, 79 Pa. St. 403, 21 Am. Rep. 78; *Kirchman* v. *Lapp*, 19 N. Y. Supp. 831; *Towne* v. *Fiske*, 127 Mass. 125, 34 Am. Rep. 353; *Rogers* v. *Crow*, 40 Mo. 91, 93 Am. Dec. 299; *Fratt* v. *Whittier*, 58 Cal. 126, 41 Am. Rep. 251; *Capehart* v. *Foster*, 61 Minn. 132; *Montague* v. *Dent*, 10 Rich. L. (S. C.) 135, 67 Am. Dec. 572; *Guthrie* v. *Jones*, 108 Mass. 191; *Wall* v. *Hinds*, 4 Gray (Mass.) 256; *Vaughen* v. *Haldeman*, 33 Pa. St. 522, 75 Am. Dec. 622; *Shaw* v. *Lenke*, 1 Daly (N. Y.) 487; *Lawrence* v. *Kemp*, 1 Duer (N. Y.) 363; *McKeage* v. *Hanover Ins. Co.*, 81 N. Y. 38, 37 Am. Rep. 471; *Penn. Mut. Life Ins. Co.* v. *Thackera*, 10 W. N. C.